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THIS INSTRUMENT PREPARED BY:
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SARASOTA, FLORIDA 34236
FILE NO.: 3122/11632

Recording: $_____

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DECLARATION OF RESTRICTIONS FOR AMBERLEA II

THIS DECLARATION is made and executed this 13 day of SEPTEMBER, 1996, by M. PETE MCNABB, INC., a Florida corporation, hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, Homesite, Ltd., a Florida Limited Partnership ("Homesite") executed and placed of record a Declaration of Restrictions for Amberlea Subdivision, Unit 1, dated February 11, 1988, and recorded in O.R. Book 2018, Page 583, and as amended in O.R. Book 2265, Page 1619, of the Public Records of Sarasota County, Florida (herein the "Declaration - Unit 1"); and

WHEREAS, pursuant to Article XVI of the Declaration - Unit 1, Homesite reserved the right to add the property described in **Exhibit "A"** attached hereto (herein "Unit 2") pursuant to Declaration - Unit 1 and thus become a part of Amberlea Subdivision; and

WHEREAS, Homesite has transferred Unit 2 and has assigned the developer rights pursuant to the Declaration - Unit 1 to M. Pete McNabb, Inc., its successors and/or assigns.

NOW, THEREFORE, Developer does hereby declare that the land hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements and agreements set forth in this Declaration (herein "Declaration") and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and is legally described as follows:

See **Exhibit "A"** attached hereto

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Said property is sometimes herein referred to as "This Subdivision" or "The Subdivision."

ARTICLE II

DEFINITIONS

1. "Association" shall mean and refer to AMBERLEA OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

6. "Developer" or "Declarant" shall mean and refer to M. PETE MCNABB, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer or Declarant for the purpose of development.

ARTICLE III

COMMON AREA PROPERTY

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

> The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such proposes and subject to such conditions as may be agreed to by a majority of the members. Any dedication or transfer to a public agency shall be subject to the approval of such agency.

2. Common Areas Described on Plat. The property described on the plat of Amberlea II as Tracts E and F, streets, roadways, lakes, ponds, drainage easements, and stormwater retention areas (excluding temporary water detention area on Lot 8) on the subdivision plat are common areas, and therefore, shall be maintained by the Association and are not intended as areas for development as residences.

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ARTICLE IV

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

In connection with this development, certain land areas, referred to as "Common Areas" may from time to time hereafter be set aside by Developer, assigned or deeded to AMBERLEA OWNERS ASSOCIATION, INC., and will thereupon become available for the common use, enjoyment, and benefit of all property owners in the subdivision. Said common areas may include, by way of illustration and not by way of limitation, streets, roadways, lakes, ponds, paths, walkways, parks, nature preserves and other open areas. These common areas will be designated a such either on plats or in other documents which will be recorded from time to time by Developer.

In order to effectuate the orderly development of the subdivision and to establish, protect and preserve the quality of this subdivision, the owners of all lots in this subdivision shall be required to become members of AMBERLEA OWNERS ASSOCIATION, INC.

The purpose of objective of each of said association is as follows:

1. Amberlea Owners Association, Inc. The primary purpose of this association is to own, improve, maintain and manage the common needs of the subdivision in accordance with this Declaration of Restrictions and the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC.; to enforce these restrictions wherever, applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; and to perform such other duties as may be assigned to it under this Declaration of Restrictions and the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC. Copies of the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC. are attached hereto as **Exhibits "B"** and **"C"**, respectively.

2. The Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against property in this subdivision.

ARTICLE V

ARCHITECTURAL CONTROL

1. Approval by Developer. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other dame court or structure, screen enclosures, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration thereof or thereto be made, unless and until the plans, specifications and location of the same shall have bene subjected to and approved in writing by Developer. In keeping with Developer's intent to assure to each lot owner a neighborhood of quality homes of tasteful design, Developer will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Developer may, in Developer's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist a lot owner in the development of acceptable plans and

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specifications, Developer shall state with reasonable particularity Developer's grounds for such disapproval. It is not Developer's intent to impose a uniform appearance or limited architectural style in the subdivision but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all owners in the subdivision.

2. Submission of Plans. Two complete sets of all plans and specifications for any such improvement or structure proposed for any lot in this subdivision shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvements. A landscaping plan shall include: (a) a landscaping scheme; (b) a listing of the plant stock included in the scheme; and (c) the size of such stock at the time of planting. A site plan shall include a designation of the location, diameter and species of all existing trees and a designation of the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer may require submission of plans for the grading of any lot and plans reflecting the proposed elevation of the floor slab of any structure to be built on such lot. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by Developer, the owner of such lot shall also furnish a drainage plan for his lot. Developer may also require submission of samples of building materials proposed for use on any lot and may require such additional information as reasonably may be necessary for Developer to completely evaluate the proposed structure or improvements.

3. Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any lot owner may submit preliminary drawings of other writings prior to the preparation and submission of the final working drawings and specifications, and Developer agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

4. Statement of Approval. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the lot owner of the portion or items thereof which were found to be objectionable. In the event the lot owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by the Developer. Should Developer fail to either approve or disapprove the plans and specifications submitted to it by a lot owner within 14 days after their submission, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

5. Approval Fees. Developer may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to Developer, in cash, at the time that the preliminary drawings or plans and specifications are submitted or resubmitted to Developer.

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ARTICLE VI

BUILDING AND USE RESTRICTIONS

1. Residential Use. The property subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings in the subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provision hereof to the contrary, Developer and such contractors as Developer may approve in writing shall have the right from time to time to construct and operate model homes in the subdivision; in addition, Developer shall have the right from time to time to erect and maintain in the subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities and such other offices, structures, and facilities, including trailers or temporary accessory buildings or structures, as may be appropriate for use by Developer in the development of the subdivision.

2. Water System. All buildings shall be connected to the water system of the franchised utility company servicing the subdivision, and shall be subject to installation fees, as well as for charges for water consumed. If the connection fee has been prepaid by Developer, it shall be refunded to Developer by the original lot purchaser. No saline or regenerating solution from water softening equipment shall be discharged in any street or right-of-way.

3. Sewerage System. All buildings shall be connected to the sewer system of the franchise utility company servicing the subdivision, as designated by Developer, and shall be subject to connection charges for making connection to the sewer system. If the connection fee has been prepaid by Developer, it shall be refunded to Developer by the original lot owner.

4. Dwellings. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling contained at lest 2,400 square feet of enclosed living area (exclusive of open or screen porches, terraces and garages), which dwelling shall not exceed 35 feet in height. Unless approved by Developer in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs and no built up roofs shall be permitted on the main body of any building without the approval of Developer. The composition of all pitched roofs shall be glazed tile, cement tile, slate, Bermuda style cement, 300 pound asphalt, multi-layer architectural composition, or other equal Class "A" fiberglass or wood shingle shall be used for all roofs, or such other material that is approved by Developer. No heat or plumbing vents shall penetrate the roof on the road side of the building without the approval of the Developer. With the exception of chimneys, all such vents shall be painted the same color as the roof.

5. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool, cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement denoted on the plat of this subdivision or on any easement reserved unto or granted by Developer under the provisions of this Declaration or such that any portion is closer than:

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(a) 20 feet to any portion of the front lot line (street line); provided, however, if the lot fronts on two or more streets, then 20 feet on all side lots adjacent to any street right-of-way line;

(b) 8 feet from any side lot line, except in the following situations:

(i) 20 feet if the side lot abuts a lake; or

(ii) 15 feet if a two story structure is constructed;

(c) 10 feet from the rear lot line and 10 feet from the rear lot line, when the rear lot line abuts a lake, pond or other body of water.

Notwithstanding the above, no building shall be erected on a corner lot so that the setback from the front lot line on which the building faces is less than 20 feet or so that the setback from the side abutting a street is less than 20 feet. Notwithstanding any of the above, terraces, patio, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of the Developer, does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and (3) is otherwise approved by Developer.

6. Garages Required. No dwelling shall be constructed on any lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. Antenna and Other Communication Systems. Except as may be otherwise approved by Developer in writing, no aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in the subdivision, nor shall any aerial or antenna placed within a building extend or protrude beyond the exterior of such building. In addition, no communications systems, including but not limited to satellite dishes, shall be permitted on the lot or affixed in any manner to the exterior of any improvements in the subdivision, without the prior written approval of Developer.

8. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

9. Screening of Air Conditioner Compressors, Garbage Containers or Clothes Drying Area. All equipment servicing a residence shall be located within a totally enclosed or screened area. All garbage or trash containers must be located within totally enclosed or screened areas. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. No window or wall air conditioning units shall be permitted on any lot without the written approval of Developer. Air compressors and fans located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof.

10. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage and a minimum of four inches of thickness, with towel and broom finish or such other finish as the Developer may approve. All driveways must be constructed with concrete, unless prior approval for other materials is obtained from Developer. No portion of a driveway shall be located within five feet of the side line of any lot without the prior written consent of Developer.

11. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of Developer.

12. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

13. Hedges and Walls. When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling house, a wall, hedge, fence or other enclosure of any kind, not to exceed 6 feet in height, may be constructed, grown or maintained, which is located within the front, side and rear building set-back lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling house; provided, however, that no chain like fences shall be allowed to be built or maintained on any lot and are hereby specifically prohibited.

No wall,m hedge, fence or other enclosure of any kind shall be constructed, grown, or maintained which is over the height of 4 feet where such wall, hedge, fence or other enclosure is located along the side lot line between the front set-back line and the back lot line of such lot.

No wall or hedge on lots fronting on lakes or waterways shall be erected along the rear of such lot; any wall or hedge along the side of such lots may not extend beyond the rear set-back line.

14. Lawns and Sidewalks. Within 30 days of the issuance of a certificate of occupancy for the residence on a lot, the lot owner shall have installed and completed all landscaping and lawn sodding in accordance with the approved landscaping plan. All lawns shall be equipped with adequate buried lawn sprinkling systems. All lawns in front of each residence shall extend to the pavement line. Developer reserves the right to require certain lot owners to install sidewalks pursuant to a master sidewalk plan for the entire subdivision. For those lots with sidewalks, the lot owner shall sod the area between the sidewalk and the street pavement. On all lots adjacent to Lake, the sodded lawn shall extend to the water line of the Lake. NO gravel or blacktop is allowed nor paved parking strips except as shown on the plot plan approved by Developer. Each lot owner is responsible for the repair and maintenance of the sidewalk immediately adjacent to their lot, pursuant to local government regulations and standards. In the event a lot owner fails to repair and maintain the sidewalk adjacent to the lot, the Association shall have the right to make such repairs it deems necessary and add the cost of such repairs to the responsible lot owners next maintenance assessment. The Association shall give any affected lot owner 15 days notice before beginning any necessary sidewalk repair or maintenance.

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15. Trees. No tree, the trunk of which exceeds four inches in diameter at four feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of Developer. Any trees that are removed in accordance with this provision shall require a tree permit from the County of Sarasota, if applicable.

16. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by Developer.

17. Vehicles. No vehicle shall be regularly parked in the subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial vans, motorcycles and other recreational vehicles and any vehicle not in operable condition shall not be permitted to be parked in the subdivision except while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any lot except within an enclosed garage.

18. Roadways. Except as Developer may otherwise approve in writing, and except as may be otherwise denoted herein or on the plat of the subdivision, no lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway or other thoroughfare, whether public or private.

19. Sidewalks. As described on the plat of the subdivision, there is a proposed sidewalk which will be located adjacent to the roadway.

Each lot owner where the sidewalk is to be located shall be responsible for constructing and paying all costs of completing the sidewalk improvements over their lot subsequent to completion of the residence on the lot. The sidewalk shall be completed in accordance with the plans and specifications provided by Developer.

20. Signs. No sign of any kind shall be displayed to public view on any lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding 24" x 24" utilized in connection with the sale of a lot may be displayed on such lot. The color, format, nature, content and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content.

21. Animals. No horses, cattle, swine, goats, poultry or other animal or fowl not customarily regarded as a household pet shall be kept on any lot. No pet shall be permitted to roam outside except on a leash or within a fenced-in area.

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22. Burning. No outdoor burning will be allowed, and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for central pickup.

23. Lot Grading. Floor levels shall be set sufficiently above street grade to provide property drainage of the respective lot, and no filling or grading shall be done that will adversely affect the property drainage of adjacent property. Protective slopes around all buildings shall be provided on every lot by the respective owner, and side lot swales shall be planned and maintained to prevent standing water in the rear.

24. Sidewall Material. Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

25. Swimming Pools. Swimming pools and screened enclosed structures may be constructed on any lot contiguous to a swelling, but only in compliance with Sarasota County Building regulations and set-back requirements herein. No above ground or non-permanent type pools are allowed.

26. Visibility Triangle. No above-ground obstruction may be placed or constructed within the visibility triangle located on Lot 14 as shown on Exhibit "A" attached hereto.

27. Temporary Detention Area. Lot 8 as shown on Exhibit "A" attached hereto may be used as a temporary water detention area. At such time as Lot 8 is not used as a temporary detention area a residence may be constructed thereon.

ARTICLE VII

MAINTENANCE OF LOTS

1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to other properties or owners in the subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of AMBERLEA OWNERS ASSOCIATION, INC., which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot, and no refuse pike or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the lots in the subdivision shall be responsible for the maintenance of all areas located between their respective lot lines and the pavement of the streets providing access to said lots. All owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. The owners of the lots abutting the lakes or ponds shall be responsible for the maintenance of said lots to the water's edge.

3. Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

4. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten days, whichever is shorter.

5. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, lot or other improvements situated on said lot in full compliance with these restrictions, AMBERLEA OWNERS ASSOCIATION, INC. shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said owner to said Association within 30 days after submission of a bill therefor. If any such bill is not paid when due, a late charge of 5% shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

ARTICLE VIII

EASEMENTS

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas, stormwater retention areas, lakes and ponds shown on the plat of the subdivision. Moreover, a perpetual easement 10 feet in width over and under each lot in the subdivision for the installation and maintenance of utilities, street lights and sidewalks is hereby served unto Developer along such portion of each lot line as abuts a street. Perpetual easements are hereby reserved upon Developer as shown on the plat of the subdivision, and such other areas as are shown on the plat of the subdivision. The easement area of each lot and all improvements located within it shall be maintained continuously by the owner of the lot, except for those improvements for which an association or public authority or utility company is responsible. No drainage easement or swale may be obstructed, filled in or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a lot owner over the easement area of his lot may be removed, if required for the installation or maintenance of improvements or facilities related to the purposes for which the easement was reserved, by Developer or its assigns at the expense of the lot owner, and neither Developer nor its assigns shall be required to replace the same. Developer reserves a ten foot wide perpetual non-exclusive easement along the side and rear of all lots abutting lakes or ponds. This easement shall be for the maintenance of the water quality and aquatic weed control as the Developer deems necessary.

ARTICLE IX

RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of the subdivision for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one platted lot according to the recorded plat of the subdivision. Any such lot may be combined with contiguous lots or parts thereof to form a single building site. In the event that more than one lot is developed as a building site, the provisions of these

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restrictions shall apply thereto as if it were a single lot; provided, however, that the combination of two or more lots, or parts thereof, shall not alter the liability of any such lot for its share of assessments levied by AMBERLEA OWNERS ASSOCIATION, INC. If a lot is divided and the parts thereof added to other lots, the share of such lot for assessments levied by said Association shall be prorated among such other lots on the basis of square footage.

ARTICLE X

VARIANCES

Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of the owners of other lots or adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground writing, construction of improvements, building plans, signs, maintenance, screening of garbage receptacles, and air conditioner compressors, and any such variance shall be evidenced in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision, and the same shall remain fully enforceable against all lots located in the subdivision other than the lot where such variance is permitted. Developer reserves the right to impose additional restrictions in the conveyance of title to any lot or lots in the subdivision.

ARTICLE XI

ASSIGNMENT BY DEVELOPER

Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to AMBERLEA OWNERS ASSOCIATION, INC., or to any other corporation, association or person.

ARTICLE XII

ASSESSMENTS BY AMBERLEA OWNERS ASSOCIATION, INC.

1. Annual Assessments. AMBERLEA OWNERS ASSOCIATION, INC. shall have the right to levy an annual assessment against all lots in this subdivision, in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws. The annual assessment shall commence on the day a lot is conveyed by the Developer to a third-party purchaser.

2. Special Assessments. Said Association shall also have the right to levy special assessments from time to time against the lots in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Assessments Levied Pro-rata. All assessments, whether annual or special, shall be on an equal basis so that each owner of a lot shall bear an equal pro-rata share of the expenses of AMBERLEA OWNERS ASSOCIATION, INC.

4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said Association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the Association's Board of Directors shall be due upon 30 days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of 5% and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

ARTICLE XIII

LIEN RIGHTS OF AMBERLEA OWNERS ASSOCIATION, INC.

In the event any owner fails or refuses to pay when due any annual mowing fee or other expense billed to him by AMBERLEA OWNERS ASSOCIATION, INC., or nay assessment levied by said Association against his lot, said Association shall have the right to file a Claim of Lien against any lot or lots in this subdivision owned by such owner. Said Claim of Lien shall be filed in the Public Records of Sarasota County, Florida, and a copy thereof shall be mailed to such owner at his last known mailing address. If such lien is not paid within ten days after the filing thereof, the Association shall have the right to foreclose the lien in the same manner as a mortgage or mechanics' lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of the amount of the unpaid fee, expense or assessment, the Association shall be entitled to recover from the owner any late charges and interest due thereon and all costs, including reasonable attorneys' fees (including attorneys' fees for appellate proceedings), incurred in preparing, filing and/or foreclosing the lien, and all such costs, late charges, interest and fees shall be secured by said lien.

ARTICLE XIV

LAKES, PONDS AND STORMWATER RETENTION AREAS

1. Maintenance of Lakes, Ponds and Stormwater Retention Areas. It is the responsibility of each lot owner whose lot is located on a lake, pond or stormwater retention area to maintain all areas to the edge of the water. Notwithstanding the above, the Developer shall have the right, but not the duty, to control the water quality and aquatic weeds as it deems necessary in all lakes, ponds or stormwater retention areas within the subdivision. Littoral zone vegetation shall not be removed or otherwise impacted without the prior approval of the Sarasota County Resource Permitting Division.

2. Motorized Crafts. No motorized crafts shall be permitted in any lake or pond.

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ARTICLE XV

PHASED DEVELOPMENT

1. Phases. The Developer is developing Amberlea Subdivision in Phases (Sections).

(a) There are two anticipated sections in Amberlea Subdivision which will be known as Amberlea Subdivision Unit 1 ("Amberlea I") and Amberlea Subdivision Unit 2 or Amberlea II ("Amberlea II") and collectively known as Amberlea Subdivision. Amberlea Subdivision Unit 1 contains 76 single family lots and Amberlea II will contain not more than 30 single family lots. The description of the property which may comprise Amerblea Subdivision is attached hereto as **Exhibit "D"**.

(b) Amberlea Owners Association, Inc. shall be the Association for all Sections of Amberlea Subdivision.

(c) Every lot owner in Amberlea Subdivision, regardless of which section in which he (she) is located, shall have the right and easement of enjoyment in and to all of the Common Areas in Amberlea Subdivision as finally developed, which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the provisions contained herein and every owner subject to the provisions contained within the documents for Amberlea II.

(d) The expenses of all Common Areas with Amberlea Subdivision, a finally developed, shall be shared equally by all owners in both Sections.

ARTICLE XVI

GENERAL PROVISIONS

1. Right of Entry. A right of entry upon the Common Area is hereby granted to Sarasota County law enforcement officers, health pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

2. Duration. The covenants and restrictions of this Declaration shall run with the title to each of the lots in This Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Developer, AMBERLEA OWNERS ASSOCIATION, INC., or the owner of such lots, and their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of 25 years each unless prior to the commencement of any such 25 year period an instrument signed by the then owners of 1/2 of the lots in the subdivision terminating said covenants and restrictions in whole or in part has been recorded.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, AMBERLEA OWNERS ASSOCIATION, INC., or any lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of these covenants and restrictions. Such costs shall include reasonable attorneys' fees, including attorneys' fees for appellate proceedings, incurred by Developer or but not attorney's fees incurred by any lot owner in bringing an action against another lot owner. Failure by Developer, said associations or any lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

4. Severability. Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time by written consent of not less than 1/2 of the lot owners in the Subdivision; provided, however, that until such time as the Developer has conveyed all lots, no amendment shall be effective without Developer's express written joinder and consent. Notwithstanding anything contained herein to the contrary, this Declaration may also be amended at any time or times prior to such time as Developer has conveyed all lots owned by the Developer upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein. All amendments shall take effect when duly executed and recorded in the Public Records of Sarasota County, Florida.

6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XVII

SARASOTA COUNTY REQUIREMENTS

1. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Subdivision.

2. No amendment to this Declaration shall impair, restrict, or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

** OFFICIAL RECORDS **
BOOK 2910 PAGE 1709

ARTICLE XVIII

MISCELLANEOUS

1. Additional Restrictions.

(a) The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide and cutting. Lot Owner shall address any questions regarding authorized activities within the wet detention ponds to Southwest Florida Water Management District ("SWFWMD"), Venice Permitting Department and Sarasota County Resource Permitting Division.

(b) Each Lot Owner within the Subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C. approved and on file with the SWFWMD.

(c) Developer shall have the right, but not the duty to transfer any and all permits to the Association concerning the continued maintenance and repair of the improvements at Amberlea II, including all improvements governed by SWFWMD and DEP permits. The Associations shall accept the assignment and agree to abide by all applicable rules and ordinances concerning the continued maintenance and repair of any and all improvements and structures controlled by SWFWMD or any other applicable governmental agency.

(d) Developer, for itself and the Association and their designees, reserves the right, in its sole discretion, to use any portion of the Common Area as necessary to perform maintenance, monitoring and other functions as may be required from time to time Any quest regarding the use of any portion of the Common Area shall be determined by Developer until all Lots are conveyed by the Developer to purchasers and thereafter the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 13 day of September, 1996.

WITNESSES:

Print Name: Robert S. McCord

Print Name: Derek J. Nelson

M. PETE MCNABB, INC.
a Florida Corporation

By: _____
M. PETE MCNABB, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of September, 1996, by M. PETE MCNABB as President of M. PETE MCNABB, INC., a Florida Corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Elaine J Brustad
Notary Public
Name Elaine J Brustad
Serial Number (if any) CC 404051
My Commission Expires: 10/9/98

F:\USERS\SBK\DOC\2890_1\104020

ELAINE J BRUSTAD
My Commission CC404051
Expires Oct 09, 1998
Bonded by NFNU
800-224-0388

** OFFICIAL RECORDS **
BOOK 2910 PAGE 1711

EXHIBIT "A"

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

PLAT BOOK ____ PAGE ____
SHEET 1 OF 3 SHEETS

AMBERLEA II

SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK ____ PAGE ____, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS ____ DAY OF ____, A.D., 1996.

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY: ____
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA.
THIS ____ DAY OF ____, A.D., 1996

APPROVED:

COUNTY ENGINEER

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

LOT LINE EASEMENTS (PRIVATE ROADS)

UNLESS OTHERWISE INDICATED, EASEMENTS OF EIGHT (8) FEET IN WIDTH ADJOINING AND OUTSIDE OF THE PRIVATE ACCESS, UTILITY AND DRAINAGE EASEMENT, EIGHT (8) FEET IN WIDTH ALONG EACH REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION, SIDEWALKS AND DRAINAGE WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

PRIVATE ROADWAYS

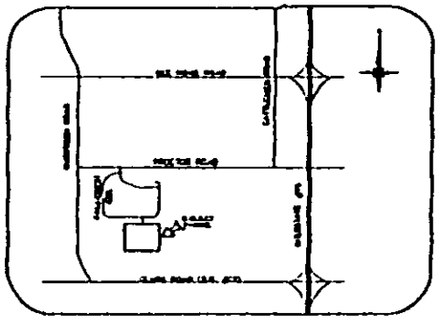
ALL STREETS OR ROADS DESIGNATED HEREON AS PRIVATE STREETS OR ROADS ARE HEREBY SPECIFICALLY SET ASIDE FOR USE OF ABUTTING PROPERTY OWNERS ONLY, AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR THE COUNTY OF SARASOTA, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY NOR SHALL ANY REQUEST BE EVER ENTERTAINED BY THE COUNTY TO MAINTAIN OR IMPROVE SAID STREETS OR ROADS.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED FLORIDA LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AS AMENDED AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON 10/06/95 THE PERMANENT CONTROL POINTS (PCP'S) AND PERMANENT BENCH MARK (PBM) INSTALLATION RATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE 24 June 1996

EDWARD T. SARGENT
REGISTERED LAND SURVEYOR
STATE OF FLORIDA, REG. NO. 4509



VICINITY MAP
N.T.S.

DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 32, AMBERLEA SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 32 AT PAGES 33 THROUGH 33C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 NORTHWEST 1/4 SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST SARASOTA COUNTY FLORIDA, AND THE NORTHEAST CORNER OF LOT 8, BLOCK 2, BEE RIDGE FARMS SUBDIVISION; THENCE SOUTH 00°09'54" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4, NORTHWEST 1/4 SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY FLORIDA, AND THE EAST LINE OF SAID LOT 8, BLOCK 2, A DISTANCE OF 871.38 FEET; THENCE SOUTH 89°40'33" WEST LEAVING SAID WEST LINE, LOT 8, BLOCK 2, A DISTANCE OF 548.46 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8, BLOCK 2; THENCE NORTH 00°10'00" WEST ALONG SAID WEST LINE OF SAID LOT 8, BLOCK 2, A DISTANCE OF 870.71 FEET TO A POINT ON THE SOUTH LINE OF SAID AMBERLEA SUBDIVISION; THENCE N 89°38'46"E., A DISTANCE OF 548.49 FEET TO THE POINT OF BEGINNING.

PARCEL OF LAND CONTAINING 10.314 ACRES MORE OR LESS.

NOTES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS BOOK ____ AT PAGES ____ THRU ____ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CONSENT TO DEDICATION WAS RECORDED IN OFFICIAL RECORD BOOK ____ AT PAGES ____ THRU ____ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CONSENT TO DEDICATION WAS RECORDED IN OFFICIAL RECORD BOOK ____ AT PAGES ____ THRU ____ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

M. PETE McNABB, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, M. PETE McNABB AND BY ITS DULY ELECTED VICE PRESIDENT, ELAINE BRUSTAD ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF AMBERLEA II SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID CORPORATION DOES HEREBY DEDICATE AND SET APART THE 15' WIDE PUBLIC ACCESS EASEMENT, THE 20' WIDE PUBLIC DRAINAGE EASEMENTS AND THE 25' WIDE PUBLIC UTILITY EASEMENT AS SHOWN AND DESCRIBED ON THIS PLAT FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID CORPORATION DOES HEREBY DEDICATE AND SET APART TRACTS "L" & "I" ALL OF THE STREETS, WALKS, FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS, PRIVATE DRAINAGE AND MAINTENANCE EASEMENTS, OPEN SPACE OR OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE PROPERTY OWNERS OF AMBERLEA II, AMBERLEA AND AMBERLEA HOMEOWNERS ASSOCIATES, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, CABLE TELEVISION AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS VICE PRESIDENT, THIS 24th DAY OF July, A.D., 1996.

ATTEST: Elaine J. Brustad BY: M. Pete McNabb
VICE PRESIDENT, ELAINE BRUSTAD — PRESIDENT, M. PETE McNABB

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED M. PETE McNABB, PRESIDENT AND ELAINE BRUSTAD, VICE PRESIDENT OF M. PETE McNABB INC., A CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA, COUNTY, FLORIDA, THIS 24th DAY OF July, A.D., 1996.

Rita L. Gibbs
NOTARY PUBLIC, LINDA K. GIBBS
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

PLAT RESTRICTIONS

THERE SHALL BE NO TREES, SHRUBS, FENCES, OUTBUILDINGS, STRUCTURES OR ANY OTHER OBSTRUCTION PLANTED OR CONSTRUCTED IN THE PRIVATE DRAINAGE MAINTENANCE EASEMENT ALONG THE REAR OF LOTS 8, 10, 11 & 12 THAT WILL BLOCK READY ACCESS OF VEHICLES FOR ROUTINE MAINTENANCE.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

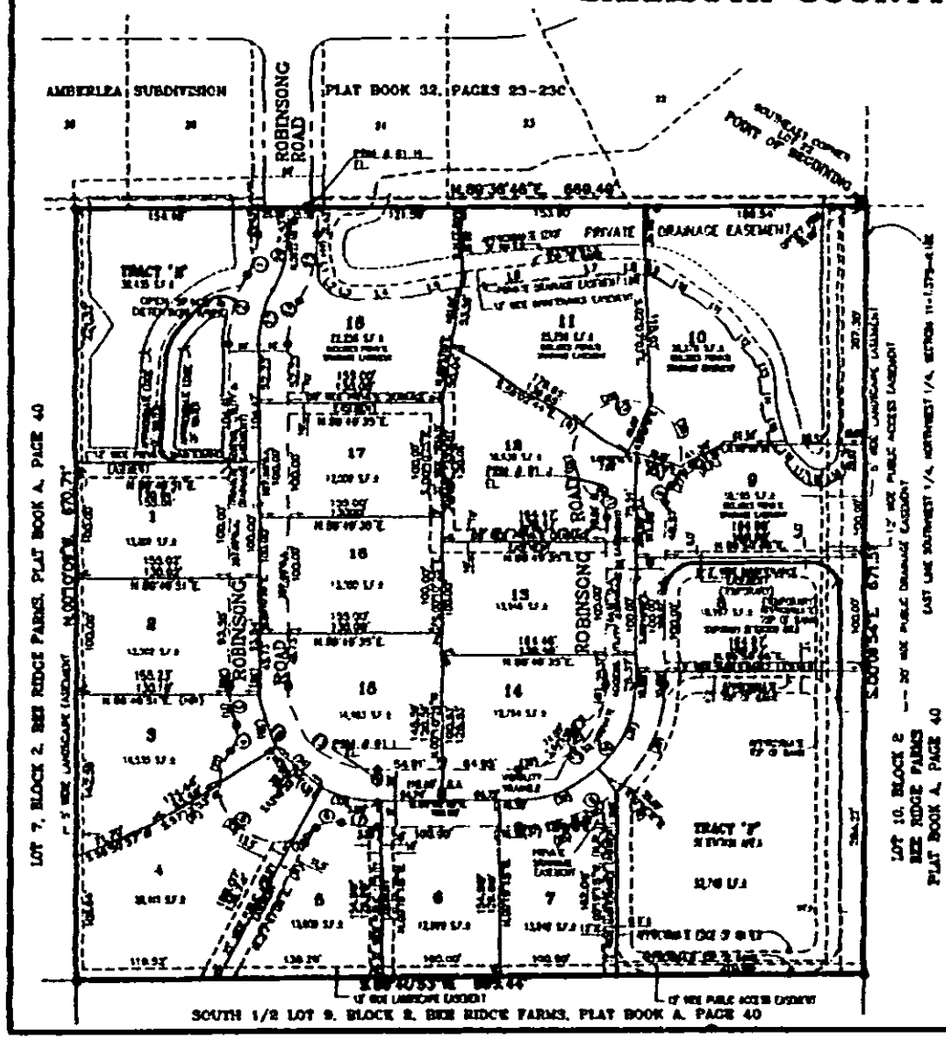
WIGERT ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3838 Bee Ridge Road
Sarasota, Florida 34233
Phone (941) 921-1101
Fax No. (941) 924-3133

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AMBERLEA II

SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____
SHEET 1 OF 2 SHEETS



LINE TABLE

NO.	BEARING	DISTANCE

N

SCALE 1"=60'

15 0 15 30 60 120 FT

GRAPHIC SCALE

LOT LINE EASEMENTS (PRIVATE ROADS)

UNLESS OTHERWISE INDICATED, EASEMENTS OF EIGHT (8) FEET IN WIDTH ADJOINING AND OUTSIDE OF THE PRIVATE ACCESS UTILITY AND DRAINAGE EASEMENT, EIGHT (8) FEET IN WIDTH ALONG EACH REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION, SIDEWALKS AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

PRIVATE ROADWAYS

ALL STREETS OR ROADS DESIGNATED HEREON AS PRIVATE STREETS OR ROADS ARE HEREBY SPECIFICALLY SET ASIDE FOR USE OF ABUTTING PROPERTY OWNERS ONLY, AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR THE COUNTY OF SARASOTA. IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY NOR SHALL ANY REQUEST BE EVER ENTERTAINED BY THE COUNTY TO MAINTAIN OR IMPROVE SAID STREETS OR ROADS.

LEGEND

- ● SET PERMANENT REFERENCE MONUMENT (P.R.M. #4068)
- ▪ PERMANENT CONTROL POINTS (¢ AT P.I. P.R.C., P.T., P.C. AND P.O.T.)
- ○ PERMANENT CONCRETE POINTS
- (NR) NON-RADIAL LINES
- RADIAL LINES
- OVERALL CURVES
- PARTIAL CURVES
- (B.M.) PERMANENT BENCH MARK
- (D.E.) DRAINAGE EASEMENT

NOTE:
THE "TEMPORARY DRAINAGE EASEMENT ON LOT 8 SHALL TERMINATE UPON COMPLETION OF THE EASTERN CREEK DRAINAGE BASIN "A" STREAM SUB-BASIN" IMPROVEMENT AS CONTAINED IN THE 1993 KIMLEY-HORN AND ASSOCIATES, INC. STUDY

NOTE:
AREA SHOWN IS FOR LOT ONLY, NOT INCLUDING STREET AREA

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4, NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST AS BEING S 00°09'54" E

VISIBILITY TRIANGLE EASEMENT SHALL BE KEPT CLEAR OF ANY STRUCTURE, FENCE OBSTRUCTION PLANTING, OR PARKING PER SARASOTA COUNTY CODE

PERMANENT BENCH MARK BASED ON SARASOTA COUNTY BENCH MARK NO. 68
ELEVATION 30.53

PERMANENT BENCH MARK NO. 68 N. ELEVATION	: NAIL & DISK	: SET BACK OF CURB
PERMANENT BENCH MARK NO. 68 S. ELEVATION	: NAIL & DISK	: SET BACK OF CURB
PERMANENT BENCH MARK NO. 69 S. ELEVATION	: NAIL & DISK	: SET BACK OF CURB

MOSHER ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3809 Bee Ridge Road
Sarasota, Florida 34233
Phone: 941 926-1101
FAX No. 941 926-7130

** OFFICIAL RECORDS **
BOOK 2910 PAGE 1713

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AMBERLEA II

SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

CURVE DATA

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING

MOSHER ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3660 Bee Ridge Road
Sarasota, Florida 34233
Phone: 941 921-7711
FAX No.: 941 924-7130

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** OFFICIAL RECORDS **
BOOK 2910 PAGE 1714

O.R. 2018 PG 0602

ARTICLES OF INCORPORATION

OF

AMBERLEA OWNERS ASSOCIATION, INC.

(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be AMBERLEA OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association."

FILED
80 FEB 17 PM 12:
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

A. To promote the health, safety and social welfare of the owners of lots located within AMBERLEA SUBDIVISION (hereinafter referred to as the "Subdivision"), as per plat thereof to be recorded in the Public Records of Sarasota County, Florida.

B. To maintain the common areas, if any, of the Subdivision for which the obligation to maintain and repair has been delegated to the Association.

C. To collect on behalf of the Association all assessments levied by this Association.

D. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

E. To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Association as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable.

F. To carry out all of the duties and obligations assigned to it as a neighborhood property owners' association under the terms of the Declaration of Restrictions applicable to lots in the Subdivision.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

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** OFFICIAL RECORDS **
BOOK 2910 PAGE 1715

O.R. 2018 PG 0603

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all lots in the Subdivision which are subject to assessment pursuant to the aforesaid Declaration of Restrictions for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

C. To place liens against any lots in the Subdivision for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges of assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration Restrictions.

J. In General, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

The members of this Association shall consist of all of the owners of Lots in AMBERLEA SUBDIVISION (76 lots). Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member

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** OFFICIAL RECORDS **
BOOK 2910 PAGE 1716

O.R. 2018 PG 0604

who may own two or more lots so long as such member owns at least one lot.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number; provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V

VOTING

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each lot in which he holds a fee simple ownership. When more than one person holds such interest in any one lot, all such persons shall be members and the vote attributable to such lot may be cast by any of such joint owners. In the event more than one of the joint owners attempts to cast the vote to which their lot is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote. Except where otherwise required by law or by the provisions of said Declaration of Restrictions, or these Articles, the affirmative vote of a majority of members represented at any meeting of the members duly called and at which a quorum is present shall be binding upon the members.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than nine directors. The directors may, but need not be, members of the Association and need not be residents of the State of Florida.

B. All directors shall be appointed by and shall serve at the pleasure of HOMESITE, LTD., a Florida Limited Partnership, its successors or assigns (hereinafter referred to as the "Developer") until the annual meeting of members in the year 1990. Commencing with the annual meeting of members in 1990 until the annual meeting in 1999, Developer shall have the right to appoint a majority of the Board of Directors. Commencing with said 1999 annual meeting of the members, all directors shall be elected by the members.

C. All directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

D. All directors, whether appointed or elected, shall serve for terms of one year in accordance with the provisions of

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** OFFICIAL RECORDS ** BOOK 2910 PAGE 1717

O.R. 2018 PG 0605

the Bylaws. Any elected director may be removed from office with or without cause by majority vote of the members but not otherwise. Similarly, in no event may a board member appointed by Developer be removed except by action of Developer.

E. The names and address of the members of the first Board of Directors who shall hold office until the first annual meeting of members to be held in the year 1988 and until their successors are elected or appointed and have qualified are as follows:

M. Pete McNabb	260 North Albee Road Nokomis, Florida 34275
Kenneth Crews	1371 Georgetowne Circle Sarasota, Florida 34232
Elaine J. Brustad	5360 Myakka Valley Trail Sarasota, Florida 34241

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1990 and until their successors are duly elected and qualified, are as follows:

President	-	M. Pete McNabb
Vice President	-	Kenneth Crews
Secretary/Treasurer	-	Elaine J. Brustad

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.

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ARTICLE

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Corporation shall be at 4601 Proctor Road, Sarasota, Florida, and the registered agent at such address shall be M. PETE MCNABB. The corporation may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its members in accordance with the provisions of said Declaration of Restrictions, as the same may be supplemented or modified by the provisions of the Association Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable lots in the Subdivision, which budget shall be conclusive and binding upon all persons provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII

SUBSCRIBERS

The names and street addresses of the subscribers of these Articles are as follows:

M. Pete McNabb	260 North Albee Road, Nokomis, FL 34275
Kenneth Crews	1371 Georgetowne Circle, Sarasota, FL 34232
Elaine J. Brustad	5360 Myakka Valley Trail, Sarasota, FL 34241

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees (including appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the aforementioned Declaration of Restrictions, the Association may be dissolved upon a resolution to that effect being approved by two-thirds of the members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in §617.05, Florida Statutes, (1987), or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs

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and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this [illegible] day of [illegible], 1988.

M. PETE MCNABB

KENNETH CREWS

ELAINE J. BRUSTAD

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on February 11, 1988, before me the undersigned authority, personally appeared M. PETE MCNABB, KENNETH CREWS AND ELAINE J. BRUSTAD, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledge the execution of such instrument for the purposes and uses therein expressed.

WITNESS my hand and official seal at Sarasota, in the County and State and on the date aforesaid.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 1, 1991

:sbk:amberlea.articles

ACCEPTANCE

I hereby agree, as Registered Agent, to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in the office as required by law. I am familiar with and accept the obligations provided for in §607.325 of the Florida Statutes.

M. PETE MCNABB
Registered Agent

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FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of AMBERLEA OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 17, 1988, as shown by the records of this office.

The document number of this corporation is N24881.

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Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 17th day of February, 1988.

Jim Smith
Secretary of State

CR2E022 (5-87)

EXHIBIT "B"

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BYLAWS

OF

AMBERLEA OWNERS ASSOCIATION, INC.

Amberlea Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association," does hereby adopt the following as its Bylaws:

ARTICLE I
IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety and welfare of the owners of lots located within Amberlea Subdivision and for performing all duties assigned to it under the provisions of the "Declaration of Restrictions for Lots in Amberlea Subdivision. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in said Declaration of Restrictions.

All words and terms used herein which are defined in said Declaration of Restrictions shall be used herein with the same meanings as defined in said Declarations.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 4663 Proctor Road, Sarasota, Florida 34233, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III
MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Article IV and Article V of the Association's Articles of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than fifty percent of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Where an individual lot is owned by more than one person, the vote to which such lot is entitled may be cast by any of the joint owners; provided, however, that if more than one of the joint owners attempts to cast the vote to which their lot is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote.

4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. The number of votes to which any member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 30 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date which is 45 days prior to the date of such meeting. The determination of the number of votes to which any member is

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entitled as of the record date shall be final, and no conveyance or acquisition of any lot arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

6. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the aforesaid Declaration of Restrictions, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

7. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws, the Articles of Incorporation, or said Declaration of Restrictions, or said Declaration of Maintenance Covenants to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. An annual meeting of the membership of the Association shall be held during December of each year at such date, time, and place as may be designated by the Board of Directors. If no such date, time, and place is designated, the annual meeting shall be held at the principal office of the Association at 7:00 p.m. Eastern Standard Time on the 1st Thursday in December. Said annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half of the total votes of the Association.

3. Notice of all members' meetings, annual or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than 20 days nor more than 30 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation,

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these Bylaws or the said Declaration of Restrictions, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President or, in his absence, the Vice-President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

ARTICLE V
BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than nine Directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director shall be filled by the Board of Directors, except that Amberlea Development Corp., a Florida corporation, its successors or assigns, (herein referred to as "Developer") to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Directors appointed by Developer. A Director appointed to fill a vacancy, whether by the Board or Developer, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of any Common Areas, or any portion thereof, and, also, governing the personal conduct of the members and their guests thereon.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the said Declaration of Restrictions or in the Articles of Incorporation of the Association.

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2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each fiscal year in accordance with the provisions of said Declaration of Restrictions, the Articles of Incorporation, and these Bylaws; and

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against Association property, real or personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

(g) To enforce by appropriate legal means the provisions of said Declaration of Restrictions, the Articles of Incorporation and these Bylaws.

ARTICLE VII
MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone or telegram, at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the

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holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII
OFFICERS

1. The officers of the Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and all other written instruments.

6. The Vice-President, or the Vice-President so designated by the Board of Directors if there is more than one Vice-President, shall perform all the duties of the President in his absence. The Vice-President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with their addresses as registered by such members.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of accounts and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

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ARTICLE IX
FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in said Declaration of Restrictions and Articles of Incorporation, shall be supplemented by the following provisions:

1. The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each lot in "Amberlea Subdivision" owned by members of the Association. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Notices of the annual assessment applicable to each individual lot subject thereto, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each member on or before January 1 of the fiscal year for which the budget is made, and such assessment shall be due and payable on or before January 15 of such fiscal year and shall become delinquent after such date.

4. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ARTICLE X
OFFICIAL SEAL

The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

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ARTICLE XI
BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. No amendment affecting Developer shall be effective without the written consent of Developer.

The foregoing were adopted as the Bylaws of Amberlea Owners Association, Inc., a Corporation Not For Profit under the laws of the State of Florida, on Fall, 1987.

As President

Elaine J. Bustard
As Secretary

:sbk:amberlea.bylaws

RECORDED IN OFFICIAL RECORDS
RECORDED AND VERIFIED
MAR 23 1 29 PM '88
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

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EXHIBIT "D"

LOTS 4, 5 AND 6, BLOCK 2, SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, PLAT OF BEE RIDGE FARMS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 248 OF THE PUBLIC RECORDS OF MANATEE COUNTY.

ALSO:

NORTH 1/2 OF LOT 9, BLOCK 2, SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, PLAT OF BEE RIDGE FARMS, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 248 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND PLAT BOOK A, PAGE 40, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

ALSO DESCRIBED AS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 22, AMBERLEA SUBDIVISION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 32 AT PAGES 23 THROUGH 23C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4, NORTHWEST 1/4 SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, AND THE NORTHEAST CORNER OF LOT 9, BLOCK 2, BEE RIDGE FARMS SUBDIVISION; THEN SOUTH 00°09'54" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4, NORTHWEST 1/4, SECTION 11, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, AND THE EAST LINE OF SAID LOT 9, BLOCK 2, A DISTANCE OF 671.51 FEET; THENCE SOUTH 89°40'53" WEST LEAVING SAID WEST LINE, LOT 9, BLOCK 2, A DISTANCE OF 669.44 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9, BLOCK 2; THENCE NORTH 00°10'09" WEST ALONG SAID WEST LINE OF SAID LOT 9, BLOCK 2, A DISTANCE OF 670.71 FEET TO A POINT ON THE SOUTH LINE OF SAID AMBERLEA SUBDIVISION; THENCE NORTH 89 36 46 EAST, A DISTANCE OF 669.49 FEET TO THE POINT OF BEGINNING.

PARCEL OF LAND CONTAINING 10.314 ACRES MORE OR LESS.

95 MAY 13 PM 12:14